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its operation were confined solely to those engaged in interstate commerce. The remaining three members of the majority declined to commit themselves on this subject. For a discussion of the principles involved in this last point, see 20 HARV. L. REV. 481.

**LANDLORD AND TENANT—COVENANTS IN LEASES—WHETHER COVENANT INDIRECTLY AFFECTING VALUE RUNS WITH LAND.**—A lease from A to B contained a proviso for reëntry in case of breach of B's covenant to repair. In making a sublease of part of the premises to C, B covenanted that he would repair the part of the premises retained. The defendant, B's assignee, failed to repair; whereupon A reëntered and ejected the plaintiff, C's assignee. *Held*, that B's covenant to C did not run with the land sublet so as to give C's assignee a right of action. *Dewar v. Goodman*, 24 T. L. R. 62 (Eng., Ct. App., Nov. 8, 1907).

This decision affirms that of the lower court, for a discussion of which see 20 HARV. L. REV. 577.

**LANDLORD AND TENANT—RENT—DISTRESS ON STRANGER'S GOODS ON PREMISES.**—The plaintiff was an underlessee of rooms on the defendant's premises, in which he conducted an art club where exhibitions were held for the sale of members' paintings, the plaintiff retaining a commission. These exhibitions were open only to persons invited or introduced by members. A distress was levied on the premises by the defendants for rent due from the immediate lessee, and certain of the pictures in the art club were seized. *Held*, that the pictures are subject to the distress. *Challoner v. Robinson*, 42 L. J. 527 (Eng., Ch. D., July 30, 1907). Appeal dismissed, [1908] 1 Ch. 49.

As a general rule at common law, since the landlord is supposed to give credit to a visible stock on the premises, whatever chattels are found there, whether they belong to the tenant or not, may be distrained on. *Gorton v. Faulkner*, 4 T. R. 565; *Lyons v. Elliott*, 1 Q. B. D. 210. But there is an exception in favor of trade. *Connah v. Hale*, 23 Wend. (N. Y.) 461; *Simpson v. Hartopp*, Willes, 512. The principle seems to be that, where the tenant in the course of a public trade is necessarily put in possession of the goods of others, such goods, although on the demised premises, are not liable to distress for rent. However, the trade must be public; that is, a trade which is in general open to the public, though not necessarily one which is classified as a public calling. See *Muspratt v. Gregory*, 1 M. & W. 633, 652; 3 *ibid.* 677. Clearly, then, the present decision is sound. The plaintiff's trade was not a public trade in any sense. And the privilege, when granted, is not primarily for the trader; the law, in consideration of the benefit which the community derives from the carrying on of the trade, protects the goods. See *Muspratt v. Gregory*, *supra*, 645, 646.

**LEGACIES AND DEVISES—LAPSED BEQUESTS AND DEVISES—SET-OFF OF DEBT OF ORIGINAL LEGATEE AGAINST LEGATEE SUBSTITUTED BY STATUTE.**—A statute provided that if a legatee died before his testator the legacy should not lapse, but should go to the legatee's heir "in the same way it would have gone to the legatee had he survived." *Held*, that the legacy falling to the heir of a deceased legatee is subject to debts owed the testator by the deceased legatee. *Tilton v. Tilton*, 82 N. E. 704 (Mass.).

An executor may set off debts owed the testator against a legatee, since the debts are assets, the retention of which by the legatee would be inequitable. *Howland v. Hecksher*, 3 Sandf. Ch. (N. Y.) 519, 525. A similar set-off may be made against the legatee's assignee, since the latter stands in the shoes of his assignor. *Estate of Casper Dull*, 137 Pa. St. 116. But in the present case the primary legatee never had any interest whatever in the estate. *Matter of Hafner*, 45 N. Y. App. Div. 549. On his predeceasing the testator, his heir takes under the testator's will, to the exclusion of the legatee's husband, wife, or personal representatives. *Jones v. Jones*, 37 Ala. 646. If the testator in his lifetime had erased the name of one legatee and substituted another, it is clear that the legacy would not be subject to the debts of the first legatee. The statute operates in a similar way, substituting a new legatee for one who cannot